

ESTTA Tracking number: **ESTTA632257**

Filing date: **10/10/2014**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91216969
Party	Plaintiff Forest Laboratories, Inc.
Correspondence Address	CHRISTOPHER SERBAGI THE SERBAGI LAW FIRM PC 488 MADISON AVENUE, SUITE 1120 NEW YORK, NY 10022 UNITED STATES ptoemails@earthlink.net
Submission	Motion to Join/Substitute Party
Filer's Name	Christopher Serbagi
Filer's e-mail	ptoemails@earthlink.net, david@serbagilaw.com
Signature	/christopher serbagi/
Date	10/10/2014
Attachments	Motion to Substitute.pdf(675081 bytes )

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the matter of Application Serial No. 86/127,398  
Mark: SEBELA

FOREST LABORATORIES, INC.,	)	
	)	
Opposer,	)	OPPOSITION NO.: 91216969
	)	
v.	)	
	)	
	)	
SEBELA INTERNATIONAL LIMITED,	)	
	)	
	)	
Applicant.	)	

**MOTION TO SUBSTITUTE PARTIES AND CHANGE NAME**

Opposer, hereby moves this Board to replace Opposer Forest Laboratories, Inc., a Delaware corporation located and doing business at 909 Third Avenue, New York, New York 10022, with Forest Laboratories, LLC, a Delaware Limited Liability Company located and doing business at Morris Corporate Center III, 400 Interpace Parkway, Parsippany, New Jersey 07054, and to change the name of this action to reflect this substitution.

On September 16, 2014, the Opposer recorded with the Assignments Division of the United States Patent and Trademark Office a change in ownership of Opposer's marks SAVELLA (Reg. No. 3,658,661) and SAVELLA and Design (Reg. No. 3,761,078), which resulted from the merger and change of name of Forest Laboratories, Inc. Attached hereto as "Exhibit A" is a true and correct copy of the Trademark Assignment Cover Sheet and the relevant recorded documents, which are located at Reel 005363, Frames 0776-84. Effective February 17, 2014,

Forest Laboratories, Inc. was merged into Tango Merger Sub 2 LLC. On July 1, 2014, the name of Tango Merger Sub 2 LLC was changed to Forest Laboratories, LLC.

WHEREFORE, the Opposer respectfully requests that the Board grant the motion to substitute parties and change the name of this action.

Dated: October 10, 2014  
New York, New York

THE SERBAGI LAW FIRM, P.C.  
*Attorney for Forest Laboratories, LLC.*

A handwritten signature in blue ink, appearing to read "Christopher Serbagi", is written over a horizontal line.

Christopher Serbagi, Esq.  
David Marcus, Esq.  
488 Madison Avenue, Suite 1120  
New York, New York 10022  
Tele: (212) 593-2112  
Fax: (212) 308-8582

**CERTIFICATE OF SERVICE**

I certify that on October 10, 2014, I served a copy of Opposer's Motion to Substitute Parties and Change Name by causing a true copy thereof to be delivered by electronic communication and overnight mail to Applicant's attorney of record in an envelope addressed as follows:

Carrie Shufflebarger, Esq.  
THOMPSON HINE LLP  
10050 Innovation Dr.  
Miamisburg, OH 45342-4931



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David Rome

Ex. A

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM317052

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER AND CHANGE OF NAME		
<b>EFFECTIVE DATE:</b>	02/17/2014		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Forest Laboratories, Inc.		02/17/2014	CORPORATION: DELAWARE
<b>NEWLY MERGED ENTITY DATA</b>			
<b>Name</b>	<b>Execution Date</b>	<b>Entity Type</b>	
Tango Merger Sub 2 LLC	02/17/2014	LIMITED LIABILITY COMPANY: DELAWARE	
<b>MERGED ENTITY'S NEW NAME (RECEIVING PARTY)</b>			
<b>Name:</b>	Forest Laboratories, LLC		
<b>Street Address:</b>	Morris Corporate Center III		
<b>Internal Address:</b>	400 Interspace Parkway		
<b>City:</b>	Parsippany		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07054		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 42</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1211135	SYNCHRON	
<b>Registration Number:</b>	1415548	FLUMADINE	
<b>Registration Number:</b>	1670028	LEVOTHROID	
<b>Registration Number:</b>	2012362	CERVIDIL	
<b>Registration Number:</b>	2404631		
<b>Registration Number:</b>	2752670	FOREST PHARMACEUTICALS, INC.	
<b>Registration Number:</b>	2792152		
<b>Registration Number:</b>	2884078	THYROLAR	
<b>Registration Number:</b>	2912049	INWOOD LABORATORIES	
<b>Registration Number:</b>	2959334	ARMOUR	
<b>Registration Number:</b>	2986068	COMBUNOX	
<b>Registration Number:</b>	3035055		
<b>Registration Number:</b>	3039806	FP	
<b>Registration Number:</b>	3412780	BYSTOLIC	
<b>TRADEMARK</b>			

OP \$1065.00 1211135

Property Type	Number	Word Mark
Registration Number:	3442992	
Registration Number:	3609793	BYSTOLIC
Registration Number:	3658661	SAVELLA
Registration Number:	3761078	SAVELLA
Registration Number:	3761328	
Registration Number:	3832695	FIBROTOGETHER
Registration Number:	3904119	BELIEVING. CONNECTING. SUPPORTING.
Registration Number:	3935814	TEFLARO
Registration Number:	3949340	TEFLARO
Registration Number:	3962850	
Registration Number:	3976082	AWARE
Registration Number:	4007499	VIIBRYD
Registration Number:	4080739	AWARE
Registration Number:	4132079	
Registration Number:	4205000	FLI FOREST LABORATORIES, INC.
Registration Number:	4205006	FOREST LABORATORIES CLINICAL TRIAL REGIS
Registration Number:	4230856	PATCH
Registration Number:	4255420	INTERACTION TOOLS TO SUPPORT MANAGED CAR
Registration Number:	4286602	VIIBRYD
Registration Number:	4289666	
Registration Number:	4293047	LOGIN FOR LTC YOUR SOURCE FOR LTC SUPPOR
Registration Number:	4392117	MORE MATTERS WITH COPD
Registration Number:	4488972	FETZIMA
Registration Number:	4506291	
Registration Number:	4519242	FETZIMA
Registration Number:	4577372	AEROSPAN
Registration Number:	4581564	
Registration Number:	3836517	ZINFORO

#### CORRESPONDENCE DATA

Fax Number: 2123088582

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

Phone: 212-593-2112

Email: ptoemails@earthlink.net

Correspondent Name: Christopher Serbagi

Address Line 1: 488 Madison Avenue

Address Line 2: Suite 1120

Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER: Christopher Serbagi

**TRADEMARK**

REEL: 005363 FRAME: 0777

<b>SIGNATURE:</b>	/christopher serbagi/
<b>DATE SIGNED:</b>	09/16/2014
<b>Total Attachments: 6</b> source=Exerpts from Form 8-K#page1.tif source=Exerpts from Form 8-K#page2.tif source=Exerpts from Form 8-K#page3.tif source=Exerpts from Form 8-K#page4.tif source=Forest Laboratories, LLC DE Secretary of State Cert#page1.tif source=Forest Laboratories, LLC DE Secretary of State Cert#page2.tif	



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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

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**FORM 8-K**

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**CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(d)  
OF THE SECURITIES EXCHANGE ACT OF 1934**

**Date of Report (Date of earliest event reported): February 17, 2014**

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**ACTAVIS plc**  
(Exact Name of Registrant as Specified in Charter)

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**Ireland**  
(State or Other Jurisdiction  
of Incorporation)

**000-55075**  
(Commission  
File Number)

**98-1114402**  
(IRS Employer  
Identification No.)

**1 Grand Canal Square, Docklands  
Dublin 2, Ireland**  
(Address of Principal Executive Offices)

**(862) 261-7000**  
(Registrant's telephone number, including area code)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

- ☒ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01. Entry Into a Material Definitive Agreement.**

On February 17, 2014, Actavis plc, a company incorporated under the laws of Ireland (“Parent” or “Actavis”), entered into a Merger Agreement (the “Merger Agreement”) by and among Actavis, Tango US Holdings Inc., a Delaware corporation and a direct wholly owned subsidiary of Parent (“US Holdco”), Tango Merger Sub 1 LLC, a Delaware limited liability company and a direct wholly owned subsidiary of US Holdco (“Merger Sub 1”), Tango Merger Sub 2 LLC, a Delaware limited liability company and a direct wholly owned subsidiary of US Holdco (“Merger Sub 2” and, together with Merger Sub 1, the “Merger Subs”) and Forest Laboratories, Inc., a Delaware corporation (“Forest”).

Under the terms of the Merger Agreement, the acquisition of Forest will be accomplished through a merger of Merger Sub 1 with and into Forest (“Merger 1”), with Forest being the surviving entity (the “First Surviving Corporation”). Immediately following the consummation of Merger 1, the First Surviving Corporation will merge with and into Merger Sub 2 (“Merger 2” and, together with Merger 1, the “Mergers”), with Merger Sub 2 being the surviving entity.

At the effective time of Merger 1, each share of Forest’s common stock issued and outstanding immediately prior to Merger 1 (other than dissenting shares) will be converted into the right to receive, at the election of the holder of such share of Forest common stock, (i) a combination of \$26.04 in cash, plus .3306 Parent shares (the “Mixed Election”), (ii) \$86.81 in cash (the “Cash Election”) or (iii) .4723 Actavis shares (the “Stock Election”). The Cash Election and the Stock Election will be subject to proration to ensure that the total amount of cash paid and the total number of Parent shares issued to Forest shareholders as a whole are equal to the total amount of cash and number of Actavis shares that would have been paid and issued if all Forest shareholders received the Mixed Election consideration.

Pursuant to the Merger Agreement, as of the effective time of Merger 1, each outstanding and unexercised Forest option will be assumed by Parent and converted into a stock option to acquire Parent shares (applying the Stock Election exchange ratio to determine the number of Parent shares underlying the new option and to adjust the exercise price) on the same terms and conditions as applied to each Forest option immediately prior to the effective time of Merger 1. In addition, as of the effective time of Merger 1, each outstanding share of Forest restricted stock will be assumed by Parent and will be converted into restricted stock unit awards for Parent shares (applying the Stock Election exchange ratio to determine the number of Parent shares underlying the new restricted stock unit award) on the same terms and conditions as applied to each share of Forest restricted stock immediately prior to the effective time of Merger 1. Further, as of the effective time of Merger 1, all unvested Forest restricted stock units will be assumed by Parent and converted into restricted stock unit awards for Parent shares (applying the Stock Election exchange ratio to determine the number of Parent shares underlying the new restricted stock unit award) on the same terms and conditions as applied to each Forest restricted stock unit immediately prior to the effective time of Merger 1; provided, however, that all unvested Forest restricted stock units subject to performance vesting shall be deemed earned based on target performance at the effective time of Merger 1, and shall otherwise remain subject to any applicable payment conditions prescribed by their terms.

Each of Actavis’ and Forest’s obligation to consummate the Mergers is subject to a number of conditions, including, among others, the following, as further described in the Merger Agreement: (i) approval of Parent shareholders of the issuance of Parent shares, (ii) approval of Forest stockholders of the adoption of the Merger Agreement, (iii) expiration of the waiting period (or extension thereof) under the Hart-Scott-Rodino Antitrust Improvement Act of 1976 and receipt of any approvals required thereunder and under applicable foreign antitrust laws having been obtained, (iv) the Parent shares to be issued in Merger 1 being approved for listing on the New York Stock Exchange, (v) the representations and warranties of the other party being true and correct, subject to the materiality standards contained in the Merger Agreement, (vi) absence of specified adverse laws or orders, (vii) an Irish prospectus (if required by Irish law) with respect to the Parent shares to be issued in Merger 1 being approved by the Central Bank of Ireland, and made available to the public in accordance with Irish prospectus law, (viii) material compliance by the other party with its covenants and (ix) no material adverse effect having occurred with respect to the other party since the signing of the Merger Agreement.

The Merger Agreement contains customary representations, warranties and covenants by Parent, US Holdco, Merger Sub 1, Merger Sub 2 and Forest. Each of Parent and Forest has agreed not to solicit any offer or proposal for

specified alternative transactions, or, subject to certain exceptions relating to the receipt of unsolicited offers that may be deemed to be “superior proposals” (as defined in the Merger Agreement), to participate in discussions or engage in negotiations regarding such an offer or proposal with, or furnish any nonpublic information regarding such an offer or proposal to, any person that has made such an offer or proposal. The Merger Agreement also requires each of Parent and Forest to call and hold shareholders’ meetings and requires the board of directors of Parent to recommend that its shareholders approve the issuance of Parent stock and the board of directors of Forest to recommend that its stockholders adopt the Merger Agreement. Each of Actavis’ and Forest’s board is also permitted to change its recommendation in response to (among other things) a “superior proposal” but such party may not otherwise terminate the Merger Agreement to accept such proposal.

In addition, certain covenants require each of the parties to use, subject to the terms and conditions of the Merger Agreement, reasonable best efforts to cause the Mergers to be consummated. Pursuant to the Merger Agreement, Parent must take such actions that are necessary to cause three individuals on the current Forest board of directors as of immediately prior to Merger 1 (including Mr. Brent Saunders, the Chief Executive Officer of Forest) to become members of the Parent board of directors immediately after Merger 1. The Forest directors to become members of the Parent board of directors shall be selected (or, in the case of Mr. Saunders, ratified) by the Governance Committee of the Parent board of directors, after consulting with Forest, pursuant to the director nomination process set forth in Parent’s proxy statement on Schedule 14A filed with the SEC on March 29, 2013.

The Merger Agreement contains certain customary termination rights, including, among others, (a) the right of either Parent or Forest to terminate the Merger Agreement if Forest’s stockholders fail to adopt the Merger Agreement or if Parent’s shareholders fail to approve the issuance of Parent shares, (b) the right of either Parent or Forest to terminate the Merger Agreement if the board of directors of the other party changes its recommendation to adopt, in the case of Forest, the Merger Agreement, and, in the case of Parent, approve the issuance of Parent shares, (c) the right of either Parent or Forest to terminate the Merger Agreement if Merger 1 has not occurred by six months after the date of the Merger Agreement (the “Outside Date”), subject to certain conditions, provided that the Outside Date may be extended by up to an additional four months in certain circumstances, and (d) the right of either Parent or Forest to terminate the Merger Agreement due to a material breach by the other party of any of its representations, warranties or covenants, subject to certain conditions.

Forest must pay a termination fee of (i) \$875,000,000 if (A) the Merger Agreement is terminated by Actavis as a result of a change of recommendation by the Forest board of directors or (B) (1) the Merger Agreement is terminated by either Forest or Actavis for failure to close by the Outside Date or because Forest shareholder approval is not obtained, (2) a competing proposal was publicly disclosed and not publicly, irrevocably withdrawn prior to the date of the Forest shareholder meeting and (3) Forest enters into a definitive agreement for a competing proposal within 12 months following such termination and such competing proposal is consummated or (ii) \$250,000,000 if the Merger Agreement is terminated by Forest or Actavis because Forest shareholder approval is not obtained (which would be credited against any Forest termination fee that subsequently becomes payable as described in clause (i)(B)). Actavis must pay termination fees in reciprocal circumstances, except that the fees payable in the circumstances described in clauses (i) and (ii) are \$1,175,000,000 and \$335,000,000, respectively.

The foregoing description of the Mergers and the Merger Agreement does not purport to be complete and is qualified in its entirety by reference to the Merger Agreement, which is filed as Exhibit 2.1 hereto, and is incorporated herein by reference. A copy of the Merger Agreement has been included to provide shareholders with information regarding its terms and is not intended to provide any factual information about Parent or Forest.

The Merger Agreement contains representations and warranties by Parent and Forest with respect to matters as of specified dates. The representations and warranties: reflect negotiations between the parties to the Merger Agreement and are not intended as statements of fact to be relied upon by Parent’s shareholders; in certain cases, merely represent risk-allocation decisions among the parties; have been modified or qualified by certain confidential disclosures that were made between the parties in connection with the negotiation of the Merger Agreement, which disclosures are not reflected in the Merger Agreement itself; may no longer be true as of a given date; and may apply standards of materiality in a way that is different from what may be viewed as material by shareholders. As such, the representations and warranties are solely for the benefit of the parties to the Merger Agreement and may be limited or modified by a variety of factors, including: subsequent events, information included in public filings, disclosures made during negotiations, correspondence between the parties and disclosure schedules to the Merger Agreement. Accordingly, the representations and warranties may not describe the actual state of affairs at the date they were made or at any other time and you should not rely on them as statements of fact. Moreover, information concerning the subject matter of the representations and warranties may change after the date of the Merger Agreement, which

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**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: February 18, 2014

ACTAVIS plc

By:

/s/ David A. Buchen

Name: David A. Buchen

Title: Chief Legal Officer – Global and Secretary

# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "TANGO MERGER SUB 2 LLC", CHANGING ITS NAME FROM "TANGO MERGER SUB 2 LLC" TO "FOREST LABORATORIES, LLC", FILED IN THIS OFFICE ON THE FIRST DAY OF JULY, A.D. 2014, AT 12:33 O'CLOCK P.M.

5481874 8100

140906208



You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 1501211

DATE: 07-01-14

TRADEMARK  
REEL: 005363 FRAME: 0783

**STATE OF DELAWARE  
CERTIFICATE OF AMENDMENT**

1. Name of Limited Liability Company: Tango Merger Sub 2 LLC
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

By striking the whole of paragraph FIRST as it now exists and inserting in lieu thereof a new paragraph FIRST, reading as follows:

"FIRST: The name of the limited liability company formed hereby is Forest Laboratories, LLC."

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 1 day of July, A.D. 2014.

By: 

Authorized Person(s)

Name: David A. Buchen

Print or Type